1	BENDAU & BENDAU PLLC Clifford P. Bendau, II (030204)			
2	Christopher J. Bendau (032981) P.O. Box 97066			
3	Phoenix, Arizona 85060 Telephone: (480) 382-5176			
4	Facsimile: (480) 304-3805 Email: cliffordbendau@bendaulaw.com			
5	chris@bendaulaw.com Attorneys for Plaintiff			
6				
7		DISTRICT COURT		
8	DISTRICT C	OF ARIZONA		
9	Grant Albee,			
10	Plaintiff,	No.		
l 1	VS.	VERIFIED COMPLAINT		
12				
13	A Thru Z Consulting & Distributing, Inc., an Arizona corporation, and Sean			
14	Stoddard and Jane Doe Stoddard, a married couple,			
15	Defendants.			
16				
17	Disingliff Count Albert ("Disinglift) and	(Count Alban)) area the Defendants A Thorn		
18	Plaintill, Grant Albee (Plaintill or	'Grant Albee"), sues the Defendants, A Thru		
19	Z Consulting & Distributing, Inc., and Sean	Stoddard and Jane Doe Stoddard		
20	(collectively, "Defendants" or "A Thru Z Co	nsulting & Distributing") and alleges as		
21	follows:			
22	PDFI IMINAD	Y STATEMENT		
23	TREENVINAR	ISTATEMENT		
24	1. This is an action for unpaid mi	nimum wages, liquidated damages,		
25	attorneys' fees, costs, and interest under the	Fair Labor Standards Act ("FLSA"), 29		
26	U.S.C. § 201, et seq.; unpaid minimum wage	es under the Arizona Minimum Wage Act		
27				

1	("AMWA"), Arizona Revised Statutes ("A.R.S.") Title 23, Chapter 2, Article 8; and
2	unpaid wages under the Arizona Wage Act ("AWA"), A.R.S. Title 23, Chapter 2, Article
3	7.
4	2. The FLSA was enacted "to protect all covered workers from substandard
5	•
6	wages and oppressive working hours." <u>Barrentine v. Ark Best Freight Sys. Inc.</u> , 450 U.S.
7	728, 739 (1981). Under the FLSA, employers must pay all non-exempt employees a
8	minimum wage of pay for all time spent working during their regular 40-hour
9	workweeks. See 29 U.S.C. § 206(a). Under the FLSA, employers must pay all non-
10	example ampleyees an exacting ate of new for all time spent working in exacts of 40 hours
11	exempt employees an overtime ate of pay for all time spent working in excess of 40 hours
12	in a given workweek. See 29 U.S.C. § 207(a).
13	3. The AMWA, A.R.S § 23-363, et seq., establishes a minimum wage within
14	the State of Arizona.
15	4. The AWA, A.R.S. § 23-350, et seq., establishes standards for wage
16 17	payments to employees within the State of Arizona.
18	JURISDICTION AND VENUE
1920	5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and
21	29 U.S.C. § 201, et seq. because this civil action arises under the Constitution and law of
22	the United States. This Court also has subject matter jurisdiction pursuant 28 U.S.C. §
23	1367 because the state law claims asserted herein are so related to claims in this action
24	over which this Court has subject matter jurisdiction that they form part of the same case
25	
26	or controversy under Article III of the United States Constitution.

1	6. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(ii) because
2	acts giving rise to the claims of Plaintiff occurred within the District of Arizona, and
3	Defendants regularly conduct business in and have engaged in the wrongful conduct
4 5	alleged herein – and, thus, are subject to personal jurisdiction in – this judicial district.
6	<u>PARTIES</u>
7	7. At all times material to the matters alleged in this Complaint, Plaintiff was
8	an individual residing in Pima County, Arizona, and is a former employee of Defendants.
9	8. At all material times, Defendant A Thru Z Consulting & Distributing, Inc.
1011	is a limited liability company duly licensed to transact business in the State of Arizona.
12	At all material times, Defendant A Thru Z Consulting & Distributing, Inc. does business,
13	has offices, and/or maintains agents for the transaction of its customary business in Pima
14	County, Arizona.
1516	9. At all relevant times, Defendant A Thru Z Consulting & Distributing, Inc.
17	owned and operated as "A Thru Z Consulting & Distributing," a company that designs,
18	fabricates, installs, and repairs zoo enclosures doing business in Pima County, Arizona.
19	10. Under the FLSA, Defendant A Thru Z Consulting & Distributing, Inc. is an
2021	employer. The FLSA defines "employer" as any person who acts directly or indirectly in
22	the interest of an employer in relation to an employee. At all relevant times, Defendant A
23	Thru Z Consulting & Distributing, Inc. had the authority to hire and fire employees,
24	supervised and controlled work schedules or the conditions of employment, determined
2526	the rate and method of payment, and maintained employment records in connection with
27	Plaintiff's employment with Defendants. As a person who acted in the interest of

Defendants in relation to A Thru Z Consulting & Distributing's employees, Defendant A

Thru Z Consulting & Distributing, Inc. is subject to liability under the FLSA.

- 11. On information and belief, Defendants Sean Stoddard and Jane Doe Stoddard are, upon information and belief, husband and wife. On information and belief, they have caused events to take place giving rise to the claims in this Complaint as to which their marital community is fully liable. On information and belief, Sean Stoddard and Jane Doe Stoddard are owners of A Thru Z Consulting & Distributing, Inc. and were at all relevant times Plaintiff's employers as defined by the FLSA, 29 U.S.C. § 203(d).
- 12. On information and belief, under the FLSA, Defendants Sean Stoddard and Jane Doe Stoddard are employers. The FLSA defines "employer" as any person who acts directly or indirectly in the interest of an employer in relation to an employee. On information and belief, at all relevant times, Defendants Sean Stoddard and Jane Doe Stoddard had the authority to hire and fire employees, supervised and controlled work schedules or the conditions of employment, determined the rate and method of payment, and maintained employment records in connection with Plaintiff's employment with Defendants. On information and belief, as persons who acted in the interest of Defendants in relation to A Thru Z Consulting & Distributing's employees, Defendants Sean Stoddard and Jane Doe Stoddard are subject to individual liability under the FLSA.
- 13. Plaintiff is further informed, believes, and therefore alleges that each of the Defendants herein gave consent to, ratified, and authorized the acts of all other Defendants, as alleged herein.

1	14.	Defendants, and each of them, are sued in both their individual and
2	corporate ca	pacities.
3	15.	Defendants are jointly and severally liable for the injuries and damages
4	sustained by	Plaintiff.
5	16.	At all relevant times, Plaintiff was an "employee" of Defendants as defined
7	by the FLSA	a, 29 U.S.C. § 201, et seq.
8	17.	The provisions set forth in the FLSA, 29 U.S.C. § 201, et seq., apply to
9	Defendants.	
10	Defendants.	
11	18.	At all relevant times, Defendants were and continue to be "employers" as
12	defined by tl	he FLSA, 29 U.S.C. § 201, et seq.
13	19.	The provisions set forth in the A.R.S. Title 23, Articles 7 and 8 apply to
14	Defendants.	
1516	20.	At all relevant times, Plaintiff was an "employee" of Defendants as defined
17	by A.R.S. §	23-362.
18	21.	At all relevant times, Defendants were and continue to be "employers" of
19	Plaintiff as d	lefined by A.R.S. § 23-362.
20	Tiammin as c	icilied by 11.10.5. § 25–362.
21	22.	Defendants individually and/or through an enterprise or agent, directed and
22	exercised co	ntrol over Plaintiff's work and wages at all relevant times.
23	23.	Plaintiff, in his work for Defendants, was employed by an enterprise
24	engaged in c	commerce that had annual gross sales of at least \$500,000.
25	24.	At all relevant times, Plaintiff, in his work for Defendants, was engaged in
2627	commerce o	r the production of goods for commerce.

1	25.	At all relevant times, Plaintiff, in his work for Defendants, was engaged in
2	interstate co	ommerce.
3	26.	Plaintiff, in his work for Defendant, regularly handled goods produced or
4	transported	in interstate commerce.
5		FACTUAL ALLEGATIONS
6		
7	27.	Defendants own and/or operate as A Thru Z Consulting & Distributing, an
8	enterprise d	oing business in Pima County, Arizona.
9	28.	Plaintiff was hired by and began working for Defendants on approximately
1011	November 1	14, 2022.
12	29.	At all relevant times, Plaintiff worked for Defendants for approximately
13	five months	and left on approximately January 23, 2023.
14	30.	At all relevant times, in his work for Defendants, Plaintiff worked as a
15	nroject man	ager for Defendants.
16	project man	ager for Defendants.
17	31.	Defendants, in their sole discretion, paid Plaintiff approximately \$60,000
18	annually.	
19	32.	Plaintiff worked each of his final two workweeks for Defendants.
20	33.	Defendants never paid Plaintiff any wage whatsoever for the final two
21		
22	workweeks	of his employment with them.
23	34.	On information and belief, Defendants declined to pay Plaintiff any wages
24	whatsoever	for such work because he allegedly did not return property of Defendants and
25	allegedly ca	used damage to certain equipment of Defendants.
26		
27	35.	Defendants classified Plaintiff as W-2 employee.

1	36.	Accordingly, Defendants declined to pay Plaintiff for the work he
2	performed in	his final two workweeks with them.
3	37.	Therefore, for the final two workweeks that Plaintiff worked for
4	Defendants,	Defendants paid Plaintiff no wages whatsoever.
5	38.	To date, Defendants have still paid no wages whatsoever to Plaintiff for
7	such hours w	vorked.
8	39.	As a result of not having paid any wage whatsoever to Plaintiff during his
9	final two wo	rkweeks with Defendants, Defendants failed to pay the applicable minimum
10	illiai two wo	TRIVECKS WITH Belendants, Belendants funed to pay the applicable minimum
11	wage to Plai	ntiff.
12	40.	As a result of Defendants' failure to compensate Plaintiff any wage
13	whatsoever i	for such hours worked, Defendants violated 29 U.S.C. § 206(a).
14	41.	As a result of Defendants' failure to compensate Plaintiff any wage
15 16	whatsoever i	for such hours worked, Defendants violated the AMWA, A.R.S. § 23-363.
17	42.	At all relevant times – i.e., the final two workweeks of his employment
18	with Defend	ants, Plaintiff was a non-exempt employee.
19	43.	As a result of Defendants' willful failure to compensate Plaintiff any wage
20		
21	whatsoever i	for such hours worked, Defendants violated the AWA, A.R.S., § 23-351.
22	44.	Defendants refused and/or failed to properly disclose to or apprise Plaintiff
23	of his rights	under the FLSA.
24	45.	Plaintiff is a covered employee within the meaning of the FLSA.
25	46.	Defendants individually and/or through an enterprise or agent, directed and
26		
7	exercised co	ntrol over Plaintiff's work and wages at all relevant times.

1	47.	Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
2	from Defend	lants compensation for unpaid minimum wages, an additional amount equal
3	amount as li	quidated damages, interest, and reasonable attorney's fees and costs of this
4 5	action under	29 U.S.C. § 216(b).
6	48.	Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
7	from Defend	lants compensation for unpaid wages, an additional amount equal to twice the
8	unpaid mini	mum wages as liquidated damages, interest, and reasonable attorney's fees
9	and costs of	this action under A.R.S § 23-363.
1011	49.	Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
12	from Defend	dants compensation for his unpaid wages at an hourly rate, to be proven at
13	trial, in an a	mount that is treble the amount of his unpaid wages, plus interest thereon,
14	and his costs	s incurred under A.R.S. § 23-355.
15		COUNT ONE: FAIR LABOR STANDARDS ACT
16		FAILURE TO PAY MINIMUM WAGE
1718	50.	Plaintiff realleges and incorporates by reference all allegations in all
19	preceding pa	aragraphs.
20	51.	As a result of not paying Plaintiff any wage whatsoever for the final two
21	workweeks	of his employment, Defendants failed or refused to pay Plaintiff the FLSA-
2223	mandated m	inimum wage.
24	52.	Defendants' practice of failing or refusing to pay Plaintiff at the required
25	minimum w	age rate violated the FLSA, 29 U.S.C. § 206(a).
26		

1	53.	Plaintiff is therefore entitled to compensation for the full applicable
2	minimum w	age at an hourly rate, to be proven at trial, plus an additional equal amount as
3	liquidated da	amages, together with interest, reasonable attorney's fees, and costs.
4	WHE	EREFORE, Plaintiff, Grant Albee, respectfully requests that this Court grant
5	the followin	g relief in Plaintiff's favor, and against Defendants:
6		For the Court to declare and find that the Defendants violated minimum
7	A.	For the Court to declare and find that the Defendants violated minimum
8		wage provisions of the FLSA, 29 U.S.C. § 206(a) by failing to pay proper
9		minimum wages;
10 11	B.	For the Court to award Plaintiff's unpaid minimum wage damages, to be
12		determined at trial;
13	C.	For the Court to award compensatory damages, including liquidated
14		damages pursuant to 29 U.S.C. § 216(b), to be determined at trial;
15 16	D.	For the Court to award prejudgment and post-judgment interest;
17	E.	For the Court to award Plaintiff reasonable attorneys' fees and costs of the
18		action pursuant to 29 U.S.C. § 216(b) and all other causes of action set
19		forth herein;
20	_	
21	F.	Such other relief as this Court shall deem just and proper.
22		COUNT TWO: ARIZONA MINIMUM WAGE ACT
23		FAILURE TO PAY MINIMUM WAGE
24	54.	Plaintiff realleges and incorporates by reference all allegations in all
25	preceding pa	aragraphs.
26		

1	55.	As a result of not paying Plaintiff any wage whatsoever for the final two
2	workweeks o	of his employment, Defendants failed or refused to pay Plaintiff the Arizona
3	minimum wa	age.
4	56.	Defendants' practice of failing or refusing to pay Plaintiff at the required
5	minimum W	age rate violated the AMWA, 23-363.
6	IIIIIIIIIIIIIII W	age rate violated the Alvi w A, 23-303.
7	57.	Plaintiff is therefore entitled to compensation for the full applicable
8	minimum wa	age at an hourly rate, to be proven at trial, plus an additional amount equal to
9	twice the un	derpaid wages as liquidated damages, together with interest, reasonable
1011	attorney's fe	es, and costs.
12	WHE	EREFORE, Plaintiff, Grant Albee, respectfully requests that this Court grant
13	the following	g relief in Plaintiff's favor, and against Defendants:
14	A.	For the Court to declare and find that the Defendants violated minimum
1516		wage provisions of the AMWA, A.R.S. § 23-363 by failing to pay proper
17		minimum wages;
18	В.	For the Court to award Plaintiff's unpaid minimum wage damages, to be
19		determined at trial;
20		
21	C.	For the Court to award compensatory damages, including liquidated
22		damages pursuant to A.R.S. § 23-364, to be determined at trial;
23	D.	For the Court to award prejudgment and post-judgment interest;
24	E.	For the Court to award Plaintiff reasonable attorneys' fees and costs of the
25		action pursuant to A.R.S. § 23-364 and all other causes of action set forth
26		
27		herein;

1	F.	Such other relief as this Court shall deem just and proper.
2		COUNT THREE: ARIZONA WAGE ACT FAILURE TO PAY WAGES DUE AND OWING
3	<u>.</u>	A THRU Z CONSULTING & DISTRIBUTING, INC. ONLY
4	58.	Plaintiff realleges and incorporates by reference all allegations in all
5		
6	preceding pa	ragraphs.
7	59.	As a result of the allegations contained herein, Defendant A Thru Z
8	Consulting &	& Distributing, Inc. did not compensate Plaintiff wages due and owing to
9	him.	
10	60.	Defendants engaged in such conduct in direct violation of A.R.S. § 23-350.
l 1		
12	61.	As such, unpaid wages for such time Plaintiff worked are owed to Plaintiff
13	for the entire	e time he was employed by Defendant A Thru Z Consulting & Distributing,
14	Inc.	
15	62.	Plaintiff is therefore entitled to compensation for his unpaid wages at an
16		
17	hourly rate, t	to be proven at trial, in an amount that is treble the amount of his unpaid
18	wages, plus	interest thereon, and his costs incurred.
19	WHE	CREFORE, Plaintiff, Grant Albee, requests that this Court grant the
20	following re	lief in Plaintiff's favor, and against Defendants:
21	_	
22	A.	For the Court to declare and find that the Defendant A Thru Z Consulting &
23		Distributing, Inc. violated the unpaid wage provisions of A.R.S. § 23-350,
24		et seq., by failing to pay wages due and owing to Plaintiff;
25	В.	For the Court to award an amount that is treble Plaintiff's unpaid wages
26		
27		pursuant to A.R.S. § 23-355, in amounts to be determined at trial;

1	C.	For the Court to award prejudgment and post-judgment interest on any
2		damages awarded;
3	D.	For the Court to award Plaintiff's reasonable attorneys' fees and costs of
4		the action and all other causes of action set forth in this Complaint; and
5	-	
6	Е.	Such other relief as this Court deems just and proper.
7		JURY TRIAL DEMAND
8	Plain	tiff hereby demands a trial by jury on all issues so triable.
9	RES	PECTFULLY SUBMITTED this 11 th day of February, 2023.
10		
11		BENDAU & BENDAU PLLC
12		By: /s/ Clifford P. Bendau, II
13		Clifford P. Bendau, II Christopher J. Bendau
14		Attorneys for Plaintiff
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1	<u>VERIFICATION</u>
2	Plaintiff, Grant Albee, declares under penalty of perjury that he has read the
3	foregoing Verified Complaint and is familiar with the contents thereof. The matters
4	asserted therein are true and based on his personal knowledge, except as to those matters
5	stated upon information and belief, and, as to those matters, he believes them to be true.
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7	KA.
8	Grant Albee Grant Albee Grant Albee
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